



- c. Availability of rental shall be: \_\_\_\_\_ Lease term not to be less than \_\_\_ nor more than \_\_\_\_\_ months
- d. Security Deposit: With respect to any security deposit to be paid by tenant pursuant to the Lease of PREMISES, OWNER authorizes BROKER to hold such deposit in BROKER'S Trust account and all interest earned on said account is the property of the BROKER with proper notification to the TENANT.
- e. Pets are [ ] allowed [ ] disallowed Restrictions on pets: \_\_\_\_\_
- f. Tenant Parameters: \_\_\_\_\_
- g. OWNER discloses the following restrictions on the tenants due to the inclusion of the PREMISES in a Home Owners Association or similar community association with deeded Covenant and Restrictions:  
\_\_\_\_\_

3. **TERMS:**

- a. **IN THE EVENT THAT THE PREMISES ARE RENTED OR LEASED THROUGH THE BROKER, AND THE LEASE TERM RUNS LONGER THAN THE TERMS OF THE AGREEMENT, BROKER SHALL CONTINUE TO BE COMPENSATED AS STATED IN PARAGRAPH 6.**
- b. In the event that the PREMISES is not rented or leased within sixty (60) days of the date of this Agreement, or remains vacant without being subject to a lease for any sixty (60) day period, either party may terminate this Agreement upon written notice to the other party of such intention to terminate, provided that such written notice is delivered to the other party prior to the rental or lease of the PREMISES through the efforts of BROKER. If the PREMISES contain multiple rental units, the termination provisions of this section will only apply if all units were not rented or leased within sixty (60) days of the date of this Agreement, or all units remained vacant for any sixty (60) day period. Termination of this Agreement shall not adversely affect the rights of tenants under existing leases.
- c. **IF THE AGREEMENT IS TERMINATED PRIOR TO LEASE BEING SIGNED, THE OWNER SHALL COMPENSATE THE BROKER FOR ANY OUT OF POCKET EXPENSES INCURRED WHILE ATTEMPTING TO RENT PREMISES, INCLUDING BUT NOT LIMITED TO ADVERTISING (FOR THE PURPOSES OF THIS CLAUSE, ADVERTISING SHALL BE VALUED AT \$\_\_\_\_\_ PER WEEK), RE-KEYING, AND UTILITIES.**
- d. **IN THE EVENT OF TERMINATION BY THE OWNER, OR EXPIRATION OF THIS AGREEMENT, BROKER SHALL RECEIVE THE BALANCE OF ANY MANAGEMENT FEES DUE UNDER EXISTING LEASES.**

4. **SPECIFIC AUTHORITY FOR REPAIR AND ALTERATIONS:**

- a. In the event that OWNER'S PREMISES is covered under warranty, OWNER agrees at the onset of this Agreement to supply BROKER with all such warranties, including but not limited to any and all warranties for appliances; major equipment such as heating, air, electrical, and plumbing; structural integrity, etc. BROKER agrees to first attempt coordinating necessary repairs through such applicable warranties and related vendors or contractors, only if the tenant's repair request is not an emergency or if the BROKER does not feel it is in the best interest of the PREMISES and OWNER.  
\_\_\_\_\_  
\_\_\_\_\_
- b. When an item, circumstance, or needed repair is not covered by an above mentioned warranty, or if OWNER does not provide any and all applicable warranties at the onset of this Agreement, or if BROKER does not receive a timely response after first attempt from the applicable warranty process and/or the related vendors/contractors, or tenant's repairs request is an emergency, or the BROKER feels immediate action is needed to mitigate further damage to PREMISES, OWNER hereby gives BROKER the following authority and powers and agrees to pay promptly on demand all legitimate expenses in connection with the following: purchase necessary supplies; to contract for such utility services as BROKER may deem advisable; to make OWNER authorized alterations and decorations; to make necessary repairs to the PREMISES without the express written consent of OWNER, limited to \$300.00 per incident, except that in the case of an emergency, BROKER may, without prior approval, make whatever expenditures on behalf of OWNER that are reasonably necessary to preserve the PREMISES or prevent further damage from occurring. In addition to other authority of BROKER, BROKER may pay or incur without limitation on behalf of OWNER monthly or recurring operating charges and/or emergency repair, if, in the reasonable opinion of the BROKER, such repairs are necessary to protect the PREMISES from damage or maintain services to the tenants as called for in state law or Rental Agreement. **SPECIFICALLY, THE BROKER SHALL HAVE THE CONSENT OF THE OWNER TO REPLACE A WATER HEATER**

**OR ANY OTHER ITEMS DEEMED AN EMERGENCY IF THOSE ITEMS REQUIRE REPAIR. THOSE ITEMS ARE NOT TO BE LIMITED BY OTHER OWNER REPAIR RESTRICTIONS IN THIS PARAGRAPH.** BROKER is authorized on behalf of OWNER to hire, discharge, supervise and pay any employees or contractors for work performed. **All providers of services shall be deemed to be acting on behalf of the OWNER and not the BROKER.** BROKER will not be liable to the OWNER or others for any act, default or negligence on the part of such persons, contractors or other workmen, providing BROKER has taken reasonable care in engaging them or their employees.

- c. OWNER and BROKER agree that any such charges related to tenant negligence or any act thereof will be paid by the OWNER initially and then charged-back to Tenant.
- d. OWNER authorizes BROKER to contract for services to include but not limited to, water, sewer, garbage, gas, electric, irrigation, yard care/grounds keeping, and maintenance agreements. OWNER agrees to assume the obligation of any contract entered.
- e. SUPERVISION OF RESTORATION/IMPROVEMENTS: BROKER shall be paid 20.00 % of the cost of any and all new construction, substantial repairs, and capital improvements made to the PREMISES during the term of this Agreement in excess of \$ 3000.00, provided that the BROKER receives written authorization from OWNER for each specific project. No fee will be charged for routine maintenance and repairs including but not limited to roof replacement, water heater replacement, and HVAC replacement.
- f. OWNER agrees that upon authorization of repairs, or in the event of emergency repairs of an amount more than the net rent proceeds for one month the OWNER shall provide funds to the BROKER immediately.
- g. **SMOKE ALARMS/REKEY:** PREMISES is to having working smoke alarms and OWNER authorizes BROKER to install/replace as necessary. OWNER authorizes BROKER to re-key the PREMISES prior before a new tenancy, or after an eviction. BROKER is authorized to add deadbolts as BROKER deems necessary for safety reasons.
- h. MAINTENANCE FUND  
           Withhold \$            as a reserve to be held to pay for any expenses such as repairs or utilities as required by the BROKER due to the circumstances; OR            Reserve shall be created by withholding            per month until a total of           . OR        No Maintenance Fund is held in Reserve  
           BROKER shall withhold 30.00 % of a month's rent once TENANT gives notice to vacate to pay any expense while the PREMISES is vacant.

5. **BROKER'S RESPONSIBILITIES:**

In addition to the foregoing, the BROKER will perform the following functions on OWNER'S behalf:

- a. **ADVERTISING FOR TENANT:** Broker shall advertise for TENANT in accordance with BROKER'S marketing plan. OWNER may advertise at OWNER'S expense or instruct BROKER to advertise in a certain publication with actual expenses of said advertising being the OWNER'S responsibility. BROKER has permission to place PREMISES into the MLS database and OWNER agrees to pay co-op fee as stipulated in Paragraph 6-I.
- b. **SCREEN APPLICANTS/TENANTS:** BROKER shall screen all applicants/prospective tenants that are 18 years of age or older by obtaining a **credit report, criminal background report, current landlord references, and verification of employment and income.** Dependent children over 18 will be screened if their income is to be used to pay rent. BROKER is not liable for information unavailable at the time of leasing or a change in the tenant's status during the lease. OWNER understands and agrees that any private information of the tenant shall remain with the BROKER and shall not be disclosed to the OWNER.
- c. **SECURITY DEPOSIT:** collect and place into escrow accounts, as required by law, security deposits under any lease. BROKER is authorized to disburse the security deposit at such times and to such persons as BROKER shall in good faith believe to be entitled to such funds in accordance with the South Carolina laws governing security deposits. Any interest earned on said deposits, shall, with tenant's permission, belong to BROKER. No fees or rents may be deducted from any tenant security deposit until the termination of the tenancy
- d. **COLLECTION:** Make reasonable efforts to collect all the rents and other fees due from tenants when such amounts become due, and deposit same into an agency account maintained on behalf of the OWNER, but BROKER does not guarantee the payment of any tenant's rent, late fees, charge-backs, etc.

- e. **DISBURSEMENT OF BALANCE OF RENT:** Withdraw from such account all funds needed for proper disbursements for expenses payable by the OWNER including without limitation, BROKER'S compensation; and remit balance of rent to OWNER at OWNER'S address set forth in Paragraph 9 with a written statement within thirty (30) days of rent receipt, indicating said receipts and disbursements. OWNER disbursements are made after the bank has cleared rental deposits and are made between the 20<sup>th</sup> day of the month and the 24<sup>th</sup> day of the month.
- f. **Negotiate partial refunds with Tenants:** if, in BROKER'S reasonable opinion, the Tenant's use and enjoyment of the PREMISES has been or will be materially and adversely affected as a result of a defect in the condition of the PREMISES (such as a repair to the electrical, plumbing, sanitary, heating or ventilating facilities or a major appliance that cannot be made reasonably and promptly due to the OWNER).
- g. **Institute third party collection efforts:** should a tenant move out with an outstanding balance. BROKER shall be paid 10.00 % of any such collections received after any applicable third party collection fees are deducted. Collection efforts shall survive this term or expiration of this Agreement. OWNER may not accept any payment from Tenant for any outstanding balance due.
- h. **INSPECTIONS:** BROKER shall conduct inspections in accordance with Paragraph 6-J and shall provide OWNER with written documentation of said inspections.

Normal property management services DO NOT include the following:

- a. Showing PREMISES to real estate agents, inspectors, appraisers, or prospective buyers while PREMISES is rented or for sale.
- b. Representation at court hearings, dispositions, homeowner meetings, providing on-site management, refinancing, preparing PREMISES for sale or refinancing; supervising and coordinating modernizations, rehabilitations, fire or major damage restoration projects; obtaining income tax accounting or legal advice; advising on proposed new construction, debt collection, assessment appeals, and counseling.
- c. Removing OWNER or other management company placed Tenants through eviction or other means.
- d. Preparing the PREMISES for a named storm by coordinating the placement of window coverings such as plywood or prefabricated wind shields.
- e. Should Owner request BROKER to perform services not included in normal property management, a fee based at \$65.00 per hour, with a 1 hour minimum, may be assessed at BROKER'S discretion.

6. **BROKER'S COMPENSATION:**

- a. **FOR SET-UP/ORIGINATION:** a fee of \$ ZERO to be paid at the time of execution of the contract.
- b. **FOR MANAGEMENT:** A Monthly fee equal to 12.00 % of gross rents collected per unit for furnished units, or 10.00 % of gross rents collected per unit for unfurnished units. There is no management fee charged while the PREMISES is vacant. The monthly fee includes collecting the rent; enforcing timely payments; managing non-payments; issuing and collecting late fees; disbursing proceeds to OWNER along with a detailed statement showing month-to-date accounting; providing all tenants with emergency service for any and all emergencies and dispatching maintenance personnel; and receiving and managing all tenant issues, complaints, problems, etc.
- c. **FOR LEASING:** A one-time fee equal to 25.00% of one full month's rent for each new tenant's leases shall be paid to BROKER, in addition to the management fee provided for in paragraph 6b above, but shall not be payable in connection with tenant renewals. The leasing fee shall be deducted from the OWNER'S first rental proceeds disbursement and is non-refundable. This fee is for advertising the Premises, coordinating showing the PREMISES to prospective tenants, processing tenant applications, screening tenants, drafting tenant leases, assisting tenants with moving into and or out of the PREMISES.
- d. **LEASE RENEWAL:** An administration fee of **\$75.00** for any lease extension.
- e. **FOR CLOSEOUT:** \$ 100.00 closeout fee at the end of the Agreement.
- f. **LATE FEES:** a fee equal to 40.00 % of any late fees collected from the tenant in accordance with the lease shall be paid to the BROKER
- g. **CHARGES TO TENANTS:** Returned check charges and associated late fees, administrative fees charged to tenants, and application fees paid by tenants under any lease are the property of BROKER to offset expenses in enforcing the respective provisions unless otherwise stipulated in Section 16.
- h. **SALE TO TENANT:** If a sale or exchange of the PREMISES to the Tenant, or to anyone acting for or on behalf of a tenant or to any member of a tenant's immediate family is contracted for or effected during the

term of this Agreement or within 2 months of its termination, the BROKER will be paid by the OWNER promptly a commission of 5.0 % of the sales price, if the BROKER has a valid South Carolina real estate license for the sale of real property in effect on the date such sale or exchange is closed. Should a co-op Broker represent the Tenant in the sale, each BROKER shall be paid 2.5 % of the sales price, for a total commission of 5.0 %

- i. **REALTOR CO-OP FEE:** BROKER is authorized to secure the services of other real estate agents and conduct other marketing activities for purposes of securing a new tenant. BROKER is authorized to offer 10% of one month rent as compensation to other real estate agents in the event they secure a tenant.
- j. **INSPECTIONS:** BROKER shall enforce tenant's lease provisions by viewing the interior and exterior of the PREMISES annually or at BROKER discretion, for a fee of \$ 0.00 per unit per inspection or re-inspection. During each review, BROKER shall enforce the specific terms of Tenant's lease and assess overall cleanliness and condition of the PREMISES. BROKER is not a licensed home inspector.

Any additional inspections, BROKER is hereby authorized to pay or reimburse itself \$ 75.00 per each PREMISES inspection, not to exceed four (4) times per year unless specifically requested by the Owner.

OWNER requests \_\_\_\_\_ Annual (1 per year) \_\_\_\_\_ Semi Annual (2 per year) \_\_\_\_\_ Quarterly (4 per year)

7. **INDEMNIFICATION OWNER agrees:**

- a. To indemnify, defend and save the BROKER harmless from all loss, expense, damage, claim suits and costs whatsoever (including without limit attorney's fees and expenses) incurred and arising from performance or attempted performance by BROKER of its duties and powers hereunder whether for personal injury and/or PREMISES damage suffered by any person whomsoever on or about the PREMISES or otherwise, and
- b. To carry at OWNER'S expense liability insurance of at least \$300,000 to protect the interest of the parties hereto. Policies shall be so written as to protect the BROKER in the same manner and to the same extent as they protect the OWNER, and will name the BROKER as an additional insured or certified holder of the policy. OWNER shall provide a copy of said insurance policy to the BROKER and upon renewal. The BROKER shall not be liable for any error of judgment or for any mistake of fact or law or for anything which BROKER may do or refrain from doing, hereinafter, except in cases of willful misconduct or gross negligence.
- c. The BROKER shall not be responsible for any damages to the PREMISES, under any circumstances, by the Tenant or others. OWNER agrees that BROKER is not responsible for the collection of delinquent accounts. BROKER assumes no liability for monies that are uncollectible. BROKER assumes no responsibility or management of personal property left by OWNER at PREMISES. OWNER is solely responsible for payment of any fines from government authorities, code enforcement, homeowners associations, etc. related to said PREMISES. Such fines or charges incurred from proven tenant negligence will be paid by the OWNER and then charged back to the Tenant only if OWNER provides BROKER with a copy of warning notice(s) and fine notice(s) within 48 hours of receipt of all such notices.
- d. If at any time during or after the term of this Agreement, the PREMISES are found to be contaminated with hazardous waste or materials, OWNER agrees to indemnify and hold BROKER harmless from all claims, demands, actions, liabilities, cost expenses, damages and obligations of any nature arising from or as a result of said hazardous material. The foregoing indemnification shall survive the termination or expiration of this Agreement.
- e. Tenant is responsible for all utilities to be placed in tenant's name upon move-in or reasonably soon thereafter. Should tenant neglect this obligation, OWNER assumes responsibility for any bill in full but BROKER shall charge-back to tenant, upon receipt of utility bill from OWNER, any applicable utility charges incurred by OWNER after tenant move-in.

8. **LEGAL PROCEEDINGS:**

BROKER is empowered to sign and/or cancel leases on OWNER'S behalf, to enforce the provisions of same, to institute legal action or other proper proceedings to collect rents and other sums due, and when expedient, to settle, compromise and release such actions and suits, and to dispossess tenants, and other persons, including without limit, institution of eviction proceedings in the name of and on behalf of OWNER. BROKER is not responsible for defending owner against any claim brought in a proceeding or court action.

9. **COMMUNICATIONS/NOTICE:**

Owner agrees to receive any and all communications from BROKER at the Electronic Mail, mailing address, phone and fax numbers and the email address below. Any notice required or permitted to be given pursuant to the provisions of this Agreement by either party shall be deemed given (1) when delivered personally, or (2) on the date such notice is deposited in the United States Mail, or (3) sent via Electronic Mail, at following addresses:

BROKER shall disburse all proceeds to the following address: [ ] mail check [ ] deposit proceeds to bank

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

PHONE NUMBERS \_\_\_\_\_

SSN/TIN#: \_\_\_\_\_

PHONE NUMBERS \_\_\_\_\_

**OWNER IS REQUIRED TO SIGN ACH ADDENDUM FOR DIRECT DEPOSITS. IRS Form W-9 attached to this Agreement**

OWNER EMERGENCY CONTACTS (someone that does not live with you but would be able to contact you if you were on vacation): \_\_\_\_\_

**BROKER**

SLOANE REALTY

1982 MAYBANK HWY

CHARLESTON SC 29412

J. WARREN SLOANE BIC

Phone # 843-795-4461

Fax # 843-795-1059

Email: [WARREN@SLOANETEAMREALTY.COM](mailto:WARREN@SLOANETEAMREALTY.COM)

Email: [ADMIN@SLOANETEAMREALTY.COM](mailto:ADMIN@SLOANETEAMREALTY.COM)

10. **OWNER REPRESENTATIONS AND WARRANTIES:**

- a. OWNER represents and warrants to the BROKER that, to the best of OWNER'S knowledge, the PREMISES are free of hazardous and/or toxic wastes and/or substances (as such terms are defined under applicable federal and state laws); that the PREMISES are fit for human habitation; that there are no hidden or latent defects or conditions on or affecting the PREMISES other than \_\_\_\_\_ that the PREMISES are not the subject of any order to repair or to demolish or other order of any governmental authority; that the PREMISES comply with all currently applicable laws, statutes and governmental rules and regulations; that the OWNER will, at all times during the term of this Agreement, fully and promptly comply with the lawful requirements of all applicable governmental authorities.
- b. OWNER declares that all mortgage payments have been made and account is current.
- c. OWNER warrants that any instance of the PREMISES being reported to have bedbugs, or the treatment thereof has been disclosed to the BROKER and the OWNER warrants that at the time that this Agreement is signed that there is no bedbug infestation at the PREMISES to the best of the OWNER's knowledge.

11. **LEAD-BASED PAINT DISCLOSURE:** **HOUSE BUILT IN** \_\_\_\_\_

For dwellings built before 1978, and as required by applicable law, a Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (the "Disclosure") must be signed by OWNER and attached to this Agreement. OWNER represents that either (1) the improvements on the PREMISES were all submitted, commenced, and constructed after December 31, 1977, or (2) the Disclosure has been fully completed and is attached to this Agreement. OWNER agrees to provide BROKER with any such additional information or reports as may come to OWNER'S possession during the term of this Agreement. OWNER acknowledges that BROKER has informed OWNER of the OWNER'S obligations to provide a tenant of the PREMISES with the pamphlet "Protect Your Family From Lead in Your Home," to provide information to a tenant of the PREMISES with copies of available records and reports with respect to the PREMISES and lead-based paint and lead-based paint hazards, all pursuant to 42 U.S.C. § 4582(d), as amended.

12. **FORCE MAJEURE:**

Any delays in the performance of any obligation of BROKER under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of BROKER, and any time periods required for performance shall be extended accordingly.

13. **APPLIANCES IN THE UNITS:**

OWNER agrees to provide at least the following appliances at all times: refrigerator, oven, range, dishwasher (if applicable), and heating and air conditioning. All of the appliances must be in clean and good, working condition.

14. **AVAILABILITY OF TENANTS:**

BROKER shall make a good faith effort to obtain tenants for the PREMISES, but BROKER makes no guarantee that tenants can be found or be willing to rent the PREMISES.

15. **PAYMENT FROM OWNER'S FUNDS**

BROKER shall have no duty to expend BROKER's individual funds in fulfillment of BROKER's responsibilities under this Agreement. All payments required or permitted to be made by BROKER shall be made from OWNER'S funds. OWNER agrees to deposit with BROKER promptly on demand such funds as may be necessary in BROKER's reasonable judgment for performance by BROKER as provided in this Agreement.

At the discretion of BROKER, any balance of the OWNER's account due and owing BROKER and not paid within 15 days of constructive notice will accrue interest at Eighteen (18) percent per annum however not less than Twenty Five (\$25) per month, until paid in full. Mailing and of e-mailing of monthly statement of income and expenses indicating a deficient OWNER balance shall be sufficient notice to OWNER of balance due.

16. **OTHER STIPULATIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTACHED: [ ] Property Profile [ ] Lead Based Paint Addendum [ ] ACH [ ] W-9

17. **BINDING EFFECT:**

This Agreement shall be binding on, and for the benefit of the parties hereto and their respective heirs, successors and assigns. This Agreement shall be governed by, interpreted under and enforced in accord with the law of the State of South Carolina. BROKER may change the terms under which BROKER is willing to provide service in the future under the Agreement, but only by giving at least sixty (60) days advanced written notice to OWNER. The drafting, execution and delivery of this Agreement by the parties have been induced by no representations, statements, warranties or agreements other than those expressed in this Agreement. This Agreement embodies the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof unless expressly referred to in this Agreement.

18. **SURVIVAL:**

Indemnification and other provisions of this Agreement which benefit BROKER shall survive any termination of this Agreement.

19. **FACSIMILE AND OTHER ELECTRONIC MEANS:**

The parties agree that any agreement between BROKER and OWNER may be communicated by use of a fax or other secure electronic means, including but not limited to electronic mail and the internet, and the signatures, initials and handwritten or typewritten modifications to any of the foregoing shall be deemed to be valid and binding upon the parties as if the original signatures, initials and handwritten or typewritten modifications were present on the documents in the handwriting of each party.

**THIS AGREEMENT** supersedes all prior written or oral agreements and can be amended only through a written agreement signed by all parties.

**WHEREFORE**, the parties have executed this Agreement or caused the same to be executed by their authorized representative.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the following parties.

Owner: \_\_\_\_\_ Date \_\_\_\_\_

Owner: \_\_\_\_\_ Date \_\_\_\_\_

Real Estate Firm: **Sloane Realty** 1982 Maybank Hwy, Charleston SC 29412 843-795-4461 admin@SloaneTeamRealty.com

By: \_\_\_\_\_ Date \_\_\_\_\_

Exhibit A

## Automated Clearing House (ACH) Authorization Form

Please complete the information below, attach a voided check and return to our office.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: ( ) \_\_\_\_\_ Work/Cell: ( ) \_\_\_\_\_

Email Address: \_\_\_\_\_

Bank Routing Number: \_\_\_\_\_ (9 digits)

Account Number: \_\_\_\_\_

Financial Institution Name: \_\_\_\_\_

Type of Account (Please check one) \_\_\_\_\_ Checking \_\_\_\_\_ Savings \_\_\_\_\_ Money Market

As a convenience to me, I hereby request and authorize Sloane Realty and the financial institution named above to initiate electronic entries from my checking or savings account.

I agree that your treatment of each entry shall be the same as if each such item were signed personally by me. I further agree that such authorization, unless previously terminated by me in writing, is to remain in effect until 5 business days after receipt by you of my written notification to cancel the authorization.

Signature \_\_\_\_\_ Date \_\_\_\_\_

ATTACH VOIDED CHECK HERE  
(No deposit slips, or starter checks – name must be printed on check)  
*If savings account selected, complete Financial Institution section in full only*





**DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS ADDENDUM FOR RESIDENTIAL RENTAL AGREEMENT**

Property Address: \_\_\_\_\_

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a Federally approved pamphlet on lead poisoning prevention.

**Landlord Disclosure (initial)**

\_\_\_\_\_ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
 \_\_\_\_\_  
 \_\_\_\_\_

Landlord has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

\_\_\_\_\_ (b) Records and reports available to the landlord (check one below):

Landlord has provided the tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
 \_\_\_\_\_  
 \_\_\_\_\_

Landlord has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Tenant's Acknowledgment (initial)**

\_\_\_\_\_ (c) Tenant has received copies of all information listed above.

\_\_\_\_\_ (d) Tenant has received the pamphlet Protect Your Family from Lead in Your Home.

**Agent's Acknowledgment (initial)**

\_\_\_\_\_ (e) Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

\_\_\_\_\_  
 Landlord Date Landlord Date

\_\_\_\_\_  
 Tenant Date Tenant Date

\_\_\_\_\_  
 Agent Date Agent Date

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.